**Seasonal Rental Application Instructions** 

This property is marketed by Parkline Realty and managed by Grandview Property

Management.

Applicant must complete the online seasonal rental application at

https://grandviewvacationrentals.managebuilding.com/Resident/rental-application/new

**Process:** 

Complete the online application. Each adult Applicant must provide proof of identity. An Initial payment: \$1,150 is required to cover the Processing Fee and Security Deposit. This puts a

temporary hold on the Property. Payment can be made online at time of application. Once the seasonal rental application is submitted and received, a Reservation Agreement will be sent to

the applicant for eSignature. Once signed by all parties a Welcome email will be sent to the guest with instructions how to sign into the Resident Portal to make the necessary payment to

Reserve the Property.

A background check is required and may also be required by the Condominium or Homeowners

Association (if applicable). Any Non-Refundable Application Fees due to the Condo or

Homeowners Association are to be paid by tenant directly to the Condo or Homeowners

Association.

Tenant must complete the HOA Application and submit to the HOA along with payment of the

HOA Application Fee(s) and a copy of the Reservation Agreement.

\*Pets are not allowed without approval by the Owner/Landlord and the Community Association

(if applicable).

**Grandview Vacation Rentals** 

999 Vanderbilt Beach Rd, Ste 200

Naples, FL 34108

Office: 239-244-2124

Email: PM@GrandviewLocalpm.com

## SEASONAL RENTAL APPLICATION

## **RENTAL PROPERTY** Address: Community: Requested Arrival Date: \_\_\_\_\_ Requested Departure Date: **GUEST INFORMATION** Applicant (1) Name: DOB: SSN: Cell Phone: Applicant (1) Email: \_\_\_\_\_\_ Monthly Income: Employed Retired Applicant (2) Name: DOB: SSN: Applicant (2) Email: Cell Phone: Monthly Income: \_\_\_\_\_ Employed Retired Mailing Address: List ANY Other Occupants: Auto Make Model Color Tag Do you have pets? Yes No If Yes, Type Breed Weight Age \*Pets are not allowed without approval by the Owner/Landlord and the Community Association (if applicable). **EMERGENCY CONTACT INFORMATION** Emergency Contact Name: Relationship:

Emergency Contact Tel:

Emergency Contact Email:

## **Application Terms and Conditions**

I understand that this is a routine application to establish pertinent information, credit, character, employment, and rental history. I also understand that this is NOT an agreement to rent and that all applications must be approved. I authorize verification of references given. I declare that the statements above are true and correct, and I agree that the landlord may terminate my agreement entered into in reliance on any misstatement made above.

I, the UNDERSIGNED APPLICANT, affirm that the information contained in this rental application is true and correct, and I authorize Parkline Realty Associates, LLC, d.b.a. Grandview Vacation Rentals to verify all information contained in this application. Misstatements, either false or incorrect are reason for denial of occupancy. I also understand that if I rent from Grandview Vacation Rentals and I fail to fulfill my obligations, Grandview Vacation Rentals can submit a negative credit report reflecting my rental history to a credit-reporting agency. Additionally, I understand this application is the property of Grandview Vacation Rentals.

APPLICANT agrees to pay a NON-REFUNDABLE APPLICATION FEE of \$150 to Grandview Vacation Rentals for costs and expenses of processing the application.

APPLICANT must also pay a Refundable Security Deposit of \$1,000 due at the time of Application to HOLD the property. If Applicant decides not to proceed with the Reservation after applying and reviewing the Reservation Agreement, the Security Deposit shall be refunded to Applicant upon request.

TIME IS OF THE ESSENCE: APPLICANT shall have three (3) business days ("Review Period") to review and sign the Reservation Agreement that will be sent for electronic signature to the e-mail address provided by Applicant. The Review Period shall start once the Reservation Agreement is sent and received by Applicant. Applicant will be notified via email and/or text message when the Reservation Agreement is sent. If the Reservation Agreement is not signed and executed before the expiration of the Review Period, Grandview Vacation Rentals reserves the right to cancel the Reservation. If this occurs and your Reservation is cancelled, you will incur a \$250 Cancellation Fee as liquidated damages for such Cancellation to be deducted from the Refundable Security Deposit paid by Applicant. A sample of the Reservation Agreement and Terms & Conditions is available for review and download at the link below.

APPLICANT understands that if the property applied for is located in a Community Association that there may be an additional application fee due to the Association directly, separate from this application, for an additional background check conducted by the Association.

BY AGREEING AND SUBMITTING THIS RENTAL APPLICATION YOU ARE HEREBY AGREEING THAT YOU READ AND UNDERSTAND THE "TERMS AND CONDITIONS" STATED.

Applicant 1 Signature	Applicant 2 Signature	
Date	Date	

You have three (3) days from the date that your Reservation Agreement is issued ("Review Period"). If we have not received the fully executed Reservation Agreement from you on or before the end of the Review Period, the Reservation may be cancelled and the Property may be placed back on the market as available. Your reservation will not be confirmed until you have fully executed the Reservation Agreement and made the necessary payments due at the time of Application and any payment due in accordance with the Payment Schedule in order to Reserve.

Tenant – Responsible Party:  Landlord:  Property:  Community:  Leasing Associate:	
# of Beds/Bath:	
Check in Date:	Check-In Time:
Check out Date:	Check-Out Time:
Total Rent:	\$
Processing Fee	\$
Cleaning Fee: Taxes	\$
Other:	\$
Sub Total  Deposit (Refundable)  Total Funds D	\$\$ ue \$
Tenant/Occupant (1):	
Tenant/Occupant (2):	
Tenant/Occupant (3):	
. , ,	
Any Other Occupants:	
Payment Schedule: \$	_ Due at Application
\$	_ Due Upon Agreement Signing
\$	Due Prior to Check-in

## TERMS AND CONDITIONS

- 1. EACH TENANT & OCCUPANT (each referred to as a "Tenant").
- 2. CHECK-IN: Check-in time is any time after 3:00 p.m. Further instructions alongs with an access code will be provided prior to arrival.
- 3. CHECK-OUT: Check-out time is any time before 11:00 a.m. Tenant(s) shall be liable for any damages including, but not limited to, lost rents because of late check-out. Tenant shall return and leave all keys, openers and other access devices in good working order in the condo, unless otherwise advised, no later than check-out time. If the property has a lockbox, please lock the door and put the key to the door back in the lockbox upon vacating. Pease leave any other keys, fobs and passes in the condo.
- 4. OCCUPANTS: Unmarried persons under the age of twenty-one (21) are prohibited from booking or occupying the rental unit unless accompanied by a parent or legal guardian or written consent of Landlord is obtained. Proof of age is required. There may be additional restrictions regarding the number of people that may accompany a parent or legal guardian. Age and identity will be verified prior to check-in. Under age 21 requires a parent or guardian who must be staying in the unit at all times. All violators will be evicted and all rental payments and/or deposits will be forfeited. In accordance with Florida State Statute 509.141, reservations made under false pretense are null and void and check-in will not be allowed. Occupancy is contingent upon Broker's timely receipt and clearance of total funds due. One parent or guardian is required for every four persons under the age of 21.
- 5. PAYMENT SCHEDULE: Total Funds Due shall be paid to BROKER as follows: Payment of non-refundable Processing Fee and refundable Security Deposit is due at application. Payment of pre-paid Rent amount totaling \$\_\_\_\_\_ are due to reserve. Remaining Balance is due Prior to Check-In.
- 6. PAYMENT METHOD OPTIONS: All rents, deposits, and other payments due may be paid by (a) cashier's check, money order or travelers check (all checks must be drawn on a U.S. banking or financial institution) and mailed to the address listed agreement; or, (b) Electronic Funds Transfer (EFT), Debit or Credit Card via our Resident Portal. You will receive a welcome email with your temporary password. You will need to create a new password after you sign in. After signing in, click on the" Make Payment" button. Bank transfers are free. Debit or Credit Card payments will incur a processing fee.
- 7. PAYMENT OF UTILITIES AND SERVICES: Tenant(s) are responsible for any excessive electric and/or gas charges in excess of \$\_\_\_\_/month.
- **8. REPRESENTATION:** Tenant(s) understand and agree that Parkline Realty and Grandview Vacation Rentals and its representatives (collectively, "Broker") are the representatives of the property owner, and its Broker is not the agent or representative of any Tenant. Broker's duties to Tenant(s) are those of a No Brokerage Relationship as set forth in Chapter 475.278(4), Florida Statutes.
- 9. ASSOCIATION RULES AND REGULATIONS: If the Property is governed by a homeowners, condominium or other association or governing body, Tenant(s) shall strictly abide by all applicable rules and regulations. Tenant(s) shall not be permitted to take occupancy unless Tenant(s) have obtained all required association approvals and paid all fees, if any, due in connection therewith. Tenant(s) shall have sole responsibility for making application to the association and shall do so within the time frame required by association. Tenant(s) agrees to comply with all association requests for information and to indemnify Landlord, Broker, and Broker's representatives for any and all claims or damages in any way arising from or relating to Tenant(s) failure to comply with Association rules, regulations and requests for information.
- 10. ACCOMODATIONS: Due to circumstances beyond the control of Broker, if the Property is not available for any reason, Broker will use its best efforts to locate a comparable property at a comparable price. In the event, such a property is not available, Tenant(s) agrees to hold Broker, its agents and representatives harmless for any damages, costs or inconvenience suffered, including any damages or costs resulting from Broker's negligence. Landlord reserves the right, in Landlord's discretion, to remodel or refurnish prior to check-in.
- 11. PETS: Pets are not permitted. Any exception to this rule must be in writing and signed by Landlord and approved by the HOA. In the event of an exception, Tenant(s) agrees to execute a pet Addendum to this agreement and Landlord may, in Landlord's discretion, charge a non-refundable pet fee (including sales and tourism tax) and/or a refundable pet deposit.

- 12. **SMOKING:** Smoking is **strictly prohibited** in the property and any balconies or patios adjacent thereto unless specific written permission is given in the special stipulations clause in this Agreement.
- 13. DEPOSIT: This Deposit is required with all reservations and shall not be applied to the rent. Landlord may apply the deposit to satisfy any obligation of Tenant(s) to Landlord, Broker, or any third party including, without limitation, electric, telephone, additional cable, cleaning charges, missing or broken access devices, wire transfer or bank charges, taxes, and damages of any nature. Any remaining Deposit balance will be refunded to Tenant(s) after all final bills have been received by Landlord (refunds may take approximately 60 days to allow for receipt of final bills). Any damages caused by Tenant(s) or their guests may be deducted from the Deposit but will not operate to limit Tenant(s)' liability for amounts exceeding the amount of the Deposit. Tenant(s) agrees to submit payment for long distance, utilities, and any premium charges as they are submitted to Tenant(s) during the term of the tenancy. Any additional sums due over and above the amount of the Security Deposit shall be payable upon demand. Tenant(s) and Landlord agree that the Deposit, notwithstanding the label, shall not be treated as a security deposit under Florida law and Tenant(s) waive all rights and claims (including, but not limited to, notice requirements, and causes of action) relating to security or other deposits as set forth in Chapter 83, Florida Statutes.
- 14. CANCELLATION TERMS: Tenant(s) may, upon providing Broker with written notice, cancel this Agreement ("Cancellation"). If Tenant(s) cancel this Agreement prior to the check-in date, Tenant(s) shall be obligated to pay all rents, fees, and other charges paid, or to become due, pursuant to this agreement (other than the Deposit) as liquidated damages for such Cancellation. Tenant(s) will be eligible for a refund of rents minus a cancellation fee equal to 15% of the Rent due provided that Broker, using efforts it deems reasonable in its sole discretion, places a replacement tenant for the same rental period at the same rental rate (shorter periods and/or lower rent will result in a pro rata reduction of the refund). Landlord and Broker shall not be responsible for any costs Tenant(s) may incur for travel or other arrangements in the event of cancellation by Landlord or Tenant(s). COVID-19 cancellation policy: Tenant(s) may cancel without penalty ONLY if strict Federal, State or Local restrictions are implemented that do not allow citizens or tourists to travel to, or from, the Tenant(s) origin or destination; or if short-term accommodations are not permitted due to Federal, State or Local restrictions because of the COVID -19 pandemic. Broker recommends that Tenant(s) obtain travel insurance but makes no representations regarding the scope of coverage under any such insurance policy.
- 15. MISCELLANEOUS CHARGES: Tenant(s) shall be assessed locksmith charges and Association charges, if any, for each key, pass, access device or pool tag lost or not returned to Broker or Landlord in working condition upon check-out. Such charges may be deducted from the deposit. In addition, Tenant(s) agrees to pay Broker \$150.00 to provide access to the Property in the event of a lock out.
- 16. CLEANING CHARGES: Tenant(s) agree to pay the housekeeping charges (charges vary with size of property and costs will be assessed by Broker and/or Landlord, in its sole discretion). Tenant(s) authorize Broker and/or Landlord to deduct all cleaning and housekeeping charges from the deposit. If Landlord or Broker determines, in their sole discretion, that excessive dirt, furniture stains, carpet stains or other damage is present, additional charges will be assessed and deducted from the deposit. In the event damages exceed the amount of the deposit, Tenant(s) shall be liable for any additional amounts. In the event of a dispute regarding charges deducted from the deposit by Landlord or Broker, Tenant(s) and Landlord shall look solely to each other for resolution of such dispute and agree to indemnify and hold Broker and its representatives harmless from any such claims or actions.
- 17. MAINTENANCE: Landlord shall be responsible for structural repairs and repairs to existing plumbing, electrical, phone wiring, appliances, air conditioning and heating systems not caused by Tenant(s) or Tenant(s)' invitees' misuse or neglect and Landlord's responsibility shall be limited to the repair. Landlord shall not be responsible to Tenant(s) for incidental, consequential or punitive damages. Tenant(s) may not make any structural or decorative changes to the Property and Landlord is not responsible for making decorative improvements at Tenant(s)' request. Broker will order repairs in a timely manner once notification is given by Tenant, but Broker has no control over the scheduling availability of vendors. Any work performed by the condo or Landlord's association in the Property or common ground, or amenities is not reason for refund or cancellation of this Agreement. Tenant(s) agree that Broker and its representatives shall not be liable for any losses or damages, including incidental or consequential damages, caused by Landlord's or Broker's failure to perform repairs and maintain the Property.

- 18. RADON GAS: Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Broker makes no representations about the existence of radon gas on the Property.
- 19. HAZARDOUS MATERIALS: It is unknown if there are hazardous materials present that affect the property. Broker does not have the technical expertise to advise Tenant(s) of their significance or to ascertain whether they are present or not. Hazardous materials in the home can include, but are not limited to, cleaning chemicals, paint, lawn and garden chemicals and a variety of indoor air pollutants that can accumulate in improperly ventilated buildings. Hazardous substances outside the home include those found in contaminated land, water, landfills and other disposal sites, and industrial air and water emissions. Some of the more common hazardous substances are asbestos, ground water contamination; lead base paint, urea formaldehyde, foam insulation (UFFI) and radon gas. Generally, additional information pertaining to these substances is available from the U.S. Environmental Protection Agency or the Florida Department of Health and Rehabilitation Services. Any property built prior to 1978 may contain a lead paint hazard and for such properties, Tenant(s) acknowledge receipt and review of the required Lead Based Paint Disclosure, which is incorporated herein as may be required by law.
- 20. MOLD DISCLOSURE: Environmental conditions in Florida can be conducive for mold growth. Tenant(s) should pay particular attention to visual signs of the presence of mold or mildew odors in the Property during any pretenancy screening of the Property and should immediately notify the Landlord and Broker in writing of any such visual signs.
- 21. RIGHT OF ENTRY: Tenant(s) agree that Landlord or Landlord's representative shall (a) have the right, upon 24 hours' notice, to enter the Property for the purpose of making nonemergency repairs, showing it to prospective purchasers or tenants, or to inspect the Property, and (b) have the immediate right of entry in cases of emergency, or to protect or preserve the Premises or persons. Tenant(s) shall not alter the Property or add locks without prior written consent from Landlord or Broker.
- **22. ASSIGNMENT:** Tenant(s) shall not assign this Agreement or sublet the Property or any part thereof without the prior written consent of Landlord. Any such unauthorized transfer of interest by the Tenant(s) shall be a material breach of this Agreement.
- 23. INDEMNIFICATION: Tenant(s) agree to indemnify and hold harmless Landlord and Broker and their representatives and employees from claims, suits or damages of any kind (including damages for personal injuries), in any way arising out of or related to (a) any acts or omissions of Tenant(s) or Tenant(s)' guests or invitees, (b) Tenant(s)' occupancy of the Property, including damages and losses arising from Broker's negligence, (c) theft of, or damages to, the personal property of Tenant(s) or Tenant(s)' guests, (d) the presence of mold or hazardous materials, and (e) use of any third party vendor to make repairs to the Property. Under no circumstances shall Tenant(s) be entitled to recover consequential, incidental, or punitive damages from Broker, Landlord, or their representatives.
- 24. RISK OF LOSS: Personal property of Tenant(s) and Tenant(s)' invitees shall be in the Property at the sole risk of Tenant(s). Broker recommends that Tenant(s) obtain renter's and any other form of appropriate insurance to protect Tenant(s) and Tenant(s)' invitees' personal property. Broker and Landlord shall not be liable for any damage caused to Tenant(s)' or any invitee's personal property arising from or relating to fire, acts of God, criminal acts, acts of Landlord's or Broker's negligence or bursting or leaking water pipes.
- 25. GOVERNING LAW, VENUE AND WAIVER OF JURY TRIAL: Florida law shall govern any disputes arising out of or in any way relating to Tenant(s) rental of the Property or the relationship between Tenant(s), Landlord and/or Broker. Venue for any litigation or other proceeding involving Broker, its employees or its representative shall be exclusively in the state courts of Collier County, Florida. Landlord, Tenant(s) and Broker waive any claims or defenses based on inconvenient forum. ALL PARTIES TO THIS AGREEMENT KNOWINGLY AND VOLUNTARILY AGREE TO WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION.
- **26. TIME IS OF THE ESSENCE:** Time is of the essence with respect to all time periods contained in this Agreement.
- 27. NUISANCE/QUIET ENJOYMENT: Tenant(s) covenants that each Tenant shall at all times ensure that they (and any quests or invitees) do not engage in any activities that in any way constitute a nuisance or in any way

interfere with the quiet enjoyment if any neighbors. Violation of this covenant by any Tenant may result in the termination of the unused portion of the rental period and forfeiture of unused rent.

28. ENTIRE AGREEMENT: This Agreement sets forth the entire agreement between Landlord and Tenant(s) and may not be modified. Any attempted modification will be null and void and of no effect. This Agreement may be

executed in counterparts and via facsimile. If any provision herein is or becomes invalid or unenforceable, all remaining provisions shall remain fully effective. 29. ADDITIONAL STIPULATIONS: This is intended to be a legally binding agreement. If you do not fully understand this agreement, please consult an attorney before signing. Tenant Signature Date Date Tenant Signature \_\_\_\_\_ Tenant Mailing Address: Tenant Contact: Tel Email Landlord/Agent Signature Date **Grandview Vacation Rentals** Tel: Email: Referring Agent \_\_\_\_\_ Referring Brokerage Mailing Address: Tel: \_\_\_\_\_

Email: